

INFORMATION Redacted PURSUANT TO THE FREEDOM OF
INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

 U.S. Department of Transportation National Highway Traffic Safety Administration		DOT Auto Safety Hotline Vehicle Owner's Questionnaire To Report Vehicle Safety Defects 1-888-DASH-2-DOT (1-888-327-4236) INTERNET: www.nhtsa.dot.gov/hotline		FOR AGENCY USE ONLY 100148	
		Date Received NOV 19 2015		Repository ☐ Reference No. 10763131	
OWNER INFORMATION (Type or Print)					
Name		[REDACTED]		Daytime Telephone Number	
Address		[REDACTED]		Evening Telephone Number	
City		State	Zip Code		
CINCINNATI		OH	[REDACTED]		
<i>The information you provide will be used to identify potential safety-related defects. We may share your information with the applicable vehicle manufacturer during an investigation or recall in accordance with the routine uses described in the agency's Privacy Act notice. See 49 FR 53971 (Sep. 3, 2004).</i>					
VEHICLE INFORMATION					
17 digit Vehicle Identification Number Located at bottom of windshield on driver's side		Make	Model	Model Year	
1N4AL11D56C [REDACTED]		NISSAN	ALTIMA	2006	
Date Purchased	Dealer's Name and Telephone Number		Engine:	Fuel Type:	
	METRO AUTO SALE (513-574-5900)		No: Cylinders		
Original Owner	Dealer's City	State	Zip Code		
☐	CINCINNATI, OHIO	OH	452		
Transmission Type	☒ Antilock Brakes	Powertrain	Multiple Failure:	Incident Date(s)	
	☒ Cruise Control			15-JUL-2015	
FAILED COMPONENT(S)/PART(S) INFORMATION					
Vehicle Component Code: 162000 STRUCTURE: BODY			Failure Mileage	Failure Speed	
			44000		
ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE					
Tire Make	Tire Model (Name or Number)		Tire Size (Example P215/65R15)		
TOYO					
DOT No. (Example: DOTM9ABC036)	☒ Original Equipment	Failure Location: CINCINNATI, OH			
	☐ Prior Repair				
Tire Component Code			Tire Failure Type:		
ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE					
Make:	Date Manufactured:		Model No./Name:		
Seat Type:	Installation System:				
Child Seat Component Code:		Failed Part:			
APPLICABLE INCIDENT INFORMATION					
<i>(Please describe in detail the incident(s), Failure(s), Crash(es), and injury(ies).)</i>					
Crash	Fire	Number of Persons Injured	Number of Deaths	Reported to Police	
☐ Yes ☒ No	☐ Yes ☒ No	0	0	N	
Narrative Description of Incident(S), Crash(es), and Injury(ies). Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e., parts repaired or replaced (and if old part is available).					
TL* THE CONTACT OWNS A 2006 NISSAN ALTIMA. THE CONTACT STATED THAT THERE WAS EXTENSIVE RUST AND CORROSION ON THE FLOORBOARDS. IN ADDITION, THERE WERE HOLES ON THE FLOORING ON THE DRIVERS SIDE AND THE FRONT PASSENGER SIDE OF THE VEHICLE. THE VEHICLE WAS NOT DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 44,000.					
Include, if available: Police/Fire Department Report, Photos, and Repair Invoice. ATTACH ADDITIONAL SHEETS IF NECESSARY					
The Privacy Act of 1974-Public Law 93-579 This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.					

Narrative Description of Incident(s), Failure(s), Crash(es), and Injury(ies)

BOTH FRONT SIDES OF MY VEHICLE DOOR WAS CORRODED OUT.
THIS VEHICLE DID NOT HAVE 100,000 MILE. AND IT WAS RESOLD
WITH THESE PROBLEMS TO THE CONSUMER WHICH IS ME AND
OTHER. I CONTACTED NISSAN CORP AND THEY STATED WHAT
DO YOU WANT US TO DO. (513-821-0004)
WITNESS: BROADWAY WELDING - 25 E. 76TH ST. CINTI, OH 45240
WITNESS - USAA INSURANCE CO. WITH PICTURE - (1800-531-8888)
WITNESS - CARSTAR - MARIETTA, OHIO. 831-8123 WITH PICTURES
ATTACH ADDITIONAL SHEETS IF NECESSARY

U.S. Department
of Transportation

**National Highway
Traffic Safety
Administration**

1200 New Jersey Avenue SE.
Washington, D.C. 20077-9382

Official Business
Penalty for Private Use \$300



**NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES**

BUSINESS REPLY MAIL

FIRST-CLASS MAIL

PERMIT NO. 1888

WASHINGTON, DC

POSTAGE WILL BE PAID BY ADDRESSEE

**US Department of Transportation
National Highway Traffic Safety Administration
Office of Defects Investigation, NVS-210
1200 New Jersey Avenue SE.
Washington, D.C. 20077-9382**



**Think your vehicle
has a safety defect?**



If so:

**Use the enclosed
form to file a report.**

or visit:

www.safercar.gov

or call:

**Vehicle Safety Hotline
888-327-4236**



Vehicle Owner's Questionnaire (VOQ)
U.S. Department of Transportation
National Highway Traffic Safety Administration



BUSAM

INVOICE

BUSAM MOTOR SALES, INC.

1501 East Kemper Road

CINCINNATI, OHIO 45246

Ph: (513) 771-8100

CINCINNATI, OH
HOME: [REDACTED] BUS

PAGE 1

SERVICE ADVISOR

377-KEN BURCHFIELD

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
SMOKE	06	NISSAN ALTIMA	1N4AL11D56C		48090/48090	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
19APR06	IS22MAR06	19APR2009	17:00 23MAR10			CASH
R.O. OPENED	READY	OPTIONS: DLR: [REDACTED] ENG: 2.5 Liter Gas				
23MAR10	23MAR10					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A			OIL AND FILTER CHANGE				
	076		OIL AND FILTER CHANGE				
		523	CPN2			0.00	0.00
		1	15208-9E000 FILTER OIL		8.27	8.27	8.27
		4	8 KENDALL GT-1 10W30		2.50	2.50	10.00

B			CHECK FOR ROUGH RIDE NOISE COMING RIGHT FRONT				
	MI000		MAINTENANCE MISCELLANEOUS				
		523	CPN			0.00	0.00

C			CHECK ENGINE CRADLE				
	MI000		ORDERED PART				
		523	CPN			0.00	0.00

See 458114

10763181

PAYMENT

Reference #

NISSAN CORPORATION

BUSAM



DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	18.27
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	18.27
PARTS/LABOR/DISCOUNT	0.00
SALES TAX	1.19
CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT
	19.46

CUSTOMER COPY

REPLACEMENT PARTS AND ACCESSORIES LIMITED WARRANTY

WHAT IS COVERED

Nissan* warrants to correct defects in materials or workmanship in all genuine Nissan Replacement parts and accessories for use on Nissan vehicles only, except as described under the caption below, "WHAT IS NOT COVERED."

This warranty covers any repairs needed to correct defects in materials or workmanship.

*Nissan indicates Nissan North America, Inc., P.O. Box 191, Gardena, California 90248-0191 which provides consumer service for Nissan vehicles in the Continental United States.

HOW LONG IS THE WARRANTY

Except for replacement audio components, this warranty is for 12 months or 12,000 miles from the date of installation or purchase, whichever is earlier. However, the warranty on replacement parts and accessories installed in a Nissan vehicle while it is covered by a Nissan warranty which would have covered the part had it been installed in the vehicle at manufacture will not end before the end of that warranty.

REPLACEMENT AUDIO COMPONENTS

A replacement Radio, Tape Deck, Amplifier or Compact disc Player/Auto Changer or Cellular Phone supplied by Nissan is covered for 12 months/unlimited mileage from the time of installation or the balance of the Basic Vehicle Warranty as it applies to audio components, whichever is greater.

WHAT IS NOT COVERED

This warranty does not cover:

1. Tires, batteries or truck bedliners. Those items are covered by separate warranties.
2. Motorsport Parts. Motorsport parts are sold "AS IS" without warranties, express or implied unless expressly prohibited from doing so by applicable law, in which case the warranty provided is the minimum required by law.
3. Normal maintenance service and parts replacement as outlined in the maintenance schedule of your OWNER'S MANUAL.
4. Damage or failures of parts resulting from:
 - * Misuse (your OWNER'S MANUAL is your guide to proper use);
 - * Accident, theft, fire, driving through water resulting in engine water ingestion.
 - * Chemical fallout, tree sap, salt, sand, hail, flood or other environmental conditions;
 - * Modification or improper repair of the part or the vehicle in which the part is installed;
 - * Use of parts not equivalent in quality or design to parts supplied by Nissan.
 - * Lack of performance of required maintenance services as outlined in your OWNER'S MANUAL.
 - * Use of improper or dirty fuel, fluids or lubricants.

5. Salvage Title. This warranty does not cover damage, failures or corrosion to any Nissan replacement part installed in the vehicle, if the vehicle is issued a "salvage" or similar title under any state's law, and this warranty is rendered void for any such part installed in the vehicle prior to the vehicle being issued a "salvage" or similar title unless state law expressly states otherwise. (This explanation does not extend to new genuine Nissan replacement parts installed in the vehicle after the issuance of a "salvage" or similar title.)

WHAT YOU MUST DO

In order to obtain warranty service you must deliver the warranty part or accessory, or the vehicle on which the part or accessory is installed, to an authorized Nissan dealer in the United States or Canada at your expense with proof of purchase (parts invoice or service repair order from an authorized Nissan dealer). The names and addresses of authorized Nissan dealers are listed in the telephone directories.

You must also pay for labor charges to remove and replace the part or accessory if it was not originally installed on your vehicle by an authorized Nissan dealer.

WHAT NISSAN WILL DO

If the part or accessory to be repaired was originally installed by an authorized Nissan dealer, it will be removed and reinstalled after repair at no charge for parts and labor. If the part or accessory was not installed by an authorized Nissan dealer, the part or accessory will be repaired or exchanged only. Any needed parts replacement or exchange will be made using new or remanufactured parts at Nissan's option.

LIMITATIONS OF WARRANTIES AND OTHER WARRANTY TERMS AND STATE LAW RIGHTS

EXTRA EXPENSES, LIMITATIONS OF DAMAGES

This warranty does not cover incidental or consequential damages such as loss of the use of the vehicle, inconvenience or commercial loss.

ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Nissan does not authorize any person to create for it any other warranty, obligation or liability in connection with this vehicle.

BUSAM IMPORT COLLISION SHOP

6195 DIXIE HWY, FAIRFIELD, OH 45014

Phone: (513) 612-4650

FAX: (513) 870-0470

Workfile ID:
Federal ID:

205407625

Preliminary Estimate**Customer:****Job Number:**

Written By: CHRIS HARTKE

Insured:

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 2

Point of Impact:

Owner:**Inspection Location:****Insurance Company:**

BUSAM IMPORT COLLISION SHOP

NIS5AN

6195 DIXIE HWY

FAIRFIELD, OH 45014

Repair Facility

(513) 612-4650 Business

CINCINNATI, OH

Cell

VEHICLE

Year: 2006

Body Style: 4D SED

VIN: 1N4AL1D56C

Mileage In: 98818

Make: NISS

Engine: 4-2.5L-FI

License:

Mileage Out:

Model: ALTIMA S

Production Date:

State:

Vehicle Out:

Color: Int:

Condition:

Job #:

TRANSMISSION

Overdrive

5 Speed Transmission

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

DECOR

Dual Mirrors

Body Side Moldings

Tinted Glass

Console/Storage

Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Telescopic Wheel

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

SAFETY

Drivers Side Air Bag

Passenger Air Bag

4 Wheel Disc Brakes

SEATS

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

WHEELS

Wheel Covers

PAINT

Clear Coat Paint

OTHER

Power Trunk/Gate Release

Preliminary Estimate

Customer: XXXXXXXXXX

Job Number:

Vehicle: 2006 NISS ALTIMA S 4D SED 4-2.5L-FI

Line		Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	Repl	FLOOR PANS		1	111.57	2.5	
2	#	Repl	MATERIALS		1	75.00	0.5	
SUBTOTALS						186.57	3.0	0.0

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			186.57
Body Labor	3.0 hrs @	\$ 94.00 /hr	282.00
Body Supplies	3.0 hrs @	\$ 2.00 /hr	6.00
Subtotal			474.57
Sales Tax	\$ 474.57 @	6.5000 %	30.85
Grand Total			505.42
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			505.42

BUSBY SUBARU
6195 DIXIE HIGHWAY
FAIRFIELD, OH, 45014
513-771-8100

Sale

XXXXXXXXXX

VISA

Entry Method: Swiped

Total: \$ 470.85

09/24/15

14:17:44

Inv #:

Appr Code:

Apprvd: Online

Customer Copy

THANK YOU!

████████████████████

██████████

6195 DIXIE HIGHWAY
FAIRFIELD, OHIO 45014
PH: (513) 870-0091

HOME: [REDACTED]
BUS: [REDACTED]

CONT: [REDACTED]
CELL: [REDACTED]

SERVICE ADVISOR: 457 CHRIS HARTKE

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A REPAIR PER ESTIMATE							
BS299 REPAIR PER ESTIMATE							
	121	CBS4				240.54	240.54
	1	G4312-ZB00A	REPAIR KIT-FLOO		111.57	111.57	111.57
MISC BODY SHOP MATERIALS							
		CBS4				75.00	75.00



PAID IN FULL

BUSAM
SUBARU. 

DISCLAIMER OF WARRANTIES	DESCRIPTION	TOTALS
Any warranties on the products sold herein are those made by the manufacturer of those products. Seller hereby expressly disclaims all warranties either express or implied including any implied warranties of merchantability or fitness for a particular purpose (regarding any products or services provided, unless otherwise indicated on the service repair order). This dealership neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products or services. This disclaimer by the dealership in no way affects the terms or performances of the manufacturer's warranty.	LABOR AMOUNT	240.54
	PARTS AMOUNT	111.57
	GAS, OIL, LUBE	0.00
	SUBLET AMOUNT	0.00
	MISC. CHARGES	75.00
	TOTAL CHARGES	427.11
	PARTS/LABOR/DISCOUNT	0.00
	SALES TAX	27.76
CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	454.87

REPLACEMENT PARTS AND ACCESSORIES LIMITED WARRANTY

This warranty is made by Subaru of America, Inc. (SOA)*, Subaru Plaza, PO Box 6000, Cherry Hill, New Jersey 08034-6000.

This warranty only applies to Genuine Subaru Replacement Parts and Accessories purchased for use on an applicable Subaru vehicle from an Authorized Subaru Dealer located in the United States. Every owner of the vehicle during the warranty period shall be entitled to the benefits of this warranty. If the vehicle is old or otherwise transferred during the warranty period for the part or accessory, it is recommended that the new owner be given proof of purchase documents for the part or accessory.

This warranty begins on the day a Genuine Subaru Replacement Part or accessory is purchased by a retail customer. The warranty is 1 year, regardless of mileage (except for wear item parts), or for the period of coverage remaining for the particular part under other Subaru Limited Warranties, whichever is longer.

THIS GENUINE SUBARU REPLACEMENT PARTS AND ACCESSORIES WARRANTY IS SUBJECT CHANGE. THE DEALER WILL BE NOTIFIED OF ANY CHANGES SHOULD THEY OCCUR.

* For parts sold in Hawaii only, this warranty is made by Schuman Carriage Company, Ltd., 1234 Beretania Street, PO Box 2420, Honolulu, Hawaii 96804, which is solely responsible for all matters related to the warranty on such vehicles. For simplicity in this warranty only, Schuman Carriage Company, Ltd., will also be called "SOA".

9.4 What Is Covered

This warranty covers any repairs needed to correct defects in material or workmanship, which occur under normal use, in any Genuine Subaru Replacement Part or Accessory purchased after retail sale of the Subaru vehicle in which the part or accessory was installed. Genuine Subaru Replacement Part or Accessories installed in the vehicle prior to retail sale of that vehicle are covered under the terms of the Subaru New Car Limited Warranties.

It is the owner's responsibility to retain documents which show the date of purchase and, if applicable, installation of the part or accessory and to present those documents upon request at the time a warranty claim is made. Failure to present proof of purchase documents upon request may result in denial of a warranty claim. If applicable, it is also the owner's responsibility to retain proof that all inspection and maintenance services are performed when recommended and to check fluid levels and tire pressure regularly.

A defective Genuine Subaru Replacement Part or Accessory eligible for coverage under the terms of this warranty will be repaired, or at the option of SOA or an Authorized Subaru Dealer, replaced using new or remanufactured parts without charge to the owner for materials. In addition, if the part or accessory was originally installed by an Authorized Subaru Dealer, the owner will not be charged for labor.

Warranty claims must be made as soon as reasonable possible after a defect is discovered, but before the end of warranty coverage for the particular part. It is recommended that warranty claims be made at the Subaru dealer who sold the part or accessory, although warranty claims can be presented to any Authorized Subaru Dealer located anywhere in the United States. When a warranty repair or replacement is needed, the vehicle (or, if preferred, just the part or accessory) must be brought to an Authorized Subaru Dealer's place of business during normal business hours. Within 1 year after the installation of a Genuine Subaru Replacement Part or Accessory, SOA will pay the cost of having the vehicle towed to the nearest Authorized Subaru Dealer if the vehicle cannot be driven due to a defect covered by this warranty, but only if the defective part or accessory was originally installed in the vehicle by an Authorized Subaru Dealer. In all cases, a reasonable time must be allowed for warranty repairs to be completed after the part or accessory is received by the dealer.

Warning Concerning Non-Genuine Subaru Replacement Parts And Accessories:

Genuine Subaru Replacement Parts and Accessories are new or remanufactured items which have been approved, recommended, and supplied by SOA for installation on the vehicle. Some dealers sell Genuine Subaru Replacement Parts and Accessories, as well as other parts and accessories.

This warranty applies only to Genuine Subaru Replacement Parts and Accessories. It does not apply to any other parts or accessories.

This warranty does not cover:

- *Any part or accessory which is covered by any other written warranty from its manufacturer or from SOA.
- *Any part or accessory installed in the vehicle prior to or at the time of its delivery.
- *The performance of any normal maintenance services or replacement of any normal maintenance or wear items, except brake pad/shoe linings, clutch disk linings and wiper blades, which are covered for a period of 90 days regardless of mileage.
- *Normal deterioration of appearance items.
- *Labor unless the part or accessory was originally installed by an Authorized Subaru Dealer.
- *The replacement of lost or contaminated lubricants or fluids (such as refrigerant in an air conditioning unit) unless the loss or contamination is a direct result of a defect covered under this warranty.
- *Part failure when used parts are used in conjunction with new parts.
- *Performance parts as defined by SOA.

**AUTOMOBILE
RENTAL
AGREEMENT**

BUSAM MOTOR SALES, INC.

1501 E. Kemper Road
Cincinnati, Ohio 45246
513-771-8100

6195 Dixie Highway
Fairfield, Ohio 45014
513-870-0091

24 HOUR NOTICE REQUIRED FOR
PICK-UP, PLEASE CALL

CUSTOMER INITIAL

RENTAL (Please Print)

HOME ADDRESS _____ PHONE _____

CITY Cincinnati STATE Oh ZIP _____

DRIVER'S LIC. NO. _____ EXPIRATION DATE 2015

CREDIT CARD TYPE _____ NUMBER _____ EXPIRATION DATE _____

ADDITIONAL DRIVER DRIVER'S LIC. NO. _____ STATE _____

RENTER'S INSURANCE COMPANY USAA POLICY NO. _____

COMPANY PAYING FOR RENTAL Customer Pay ATTENTION _____

BILLING ADDRESS _____

CITY _____ STATE _____ ZIP _____

NAME OF INSURED _____ DATE OF LOSS _____

CLAIM NO. / POLICY NO. _____ FEDERAL ID TAX # _____

ORIGINAL CAR NO. _____ IN TIME AM PM 9/23/15

OUT TIME AM PM 9/24/15

YEAR 14 MAKE/MODEL Altima COLOR Gray

FUEL IN _____ FUEL OUT _____

Mileage In _____ Mileage Out 23338

REPLACEMENT CAR NO. _____ TIME AM PM _____ DATE _____

LICENSE NO. _____ VIN. NO. _____

YEAR _____ MAKE/MODEL _____ COLOR _____

FUEL IN _____ FUEL OUT _____

Mileage In _____ Mileage Out _____

DATE RECEIPT NO. AMOUNT METH / PYMT. REC. BY

PREPAYMENT _____

ACCT. REC. PAYMENT _____

REFUNDED \$ _____ Date _____ Ck. No. _____

Central Billing Acct. No. _____

ADDITIONAL LICENSED DRIVER(S) AUTHORIZATION

In consideration of \$ _____ per day paid by the Renter for each additional driver, the Renter may permit the following listed additional licensed driver(s) to operate the vehicle, subject to the terms and conditions of this Agreement. The renter's spouse will not be charged as an additional driver. ALL ADDITIONAL DRIVERS, INCLUDING RENTER'S SPOUSE, MUST BE LISTED.

Name (Last) (First) Date of Birth _____

Name (Last) (First) Date of Birth _____

ROAD HAZARD PROTECTION (NOT INSURANCE)

NOTICE: WHERE PERMITTED BY LAW THIS AGREEMENT OFFERS, FOR AN ADDITIONAL CHARGE, ROAD HAZARD PROTECTION TO COVER YOUR FINANCIAL RESPONSIBILITY FOR DAMAGE TO THE VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE ROAD HAZARD PROTECTION, YOU MAY WISH TO DETERMINE WHETHER YOUR CREDIT CARD OR OWN AUTOMOBILE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE VEHICLE AND THE AMOUNT OF DEDUCTIBLE UNDER YOUR OWN AUTOMOBILE INSURANCE POLICY. THE PURCHASE OF ROAD HAZARD PROTECTION IS OPTIONAL, NOT MANDATORY, AND MAY BE WAIVED OR DECLINED.

In consideration of \$ _____ per day, the Company agrees to waive all claims against the Renter for damage to the vehicle or to hold the Renter harmless for the deductible amount of any applicable insurance policy, whichever is less, subject to all exclusions contained on the reverse side of this Agreement. The Company reserves the right to pursue recovery, under any applicable insurance policy, for all damage to the subject vehicle.

Renter accepts Road Hazard Protection:

☒ Renter's Signature ACCEPTING Road Hazard Protection Coverage

Renter DOES NOT wish to purchase Road Hazard Protection and accepts FULL RESPONSIBILITY for any and ALL damages to the vehicle even if caused by someone else or if the cause is unknown. Renter is responsible for the cost of repair up to the value of the vehicle, loss of use, towing, storage and impound fees. Renter is also responsible for the value of the vehicle if it is stolen before it is _____

Renter's Signature REJECTING Road Hazard Protection Coverage _____

Please choose one of the following:

☐ All protection, coverage and/or insurance shall be VOID if vehicle is operated outside the state in which this Agreement was executed.

☐ OUT OF STATE VEHICLE AUTHORIZATION. If authorized, the vehicle may be operated outside the state of rental. IN NO EVENT MAY THE VEHICLE BE OPERATED IN MEXICO.

Renter _____

Company's Authorized Representative _____

NO ONE UNDER THE AGE OF 21 MAY OPERATE THE VEHICLE

Renter hereby authorizes the Company to process any credit card voucher for or apply any cash deposit to, any charge made under this Agreement, including, but not limited to: rental, additional driver, refueling, vehicle damage, parking tickets, or Road Hazard Protection.

RENTAL RATES 15.00 CHARGES

1 DAYS @ 30.00 15.00

WEEKEND @ _____

WEEKS @ _____

MONTHS @ _____

MILEAGE @ _____ per mile

ROAD HAZARD PROTECTION DAYS @ _____

TOTAL MILEAGE AND RENTAL CHARGE _____

SALES TAX 98

FUEL CHARGES _____

MISC. CHARGES _____

LESS CREDITS _____

TOTAL CHARGES \$ 1598

LESS PAYMENT RECEIVED ON OR BEFORE DATE IN \$ _____

BALANCE DUE \$ 1598

COURTESY BILL TO COMPANY: \$ _____

DUE FROM / TO RENTER \$ _____

COURTESY BILLING TO 3RD PARTY. Renter hereby authorizes the Company to receive direct payment from _____ for all authorized days which Renter or listed additional licensed driver had possession of the vehicle, in accordance with paragraph 20 on reverse side. Initials _____

REFUNDS AND CREDITS WILL BE ISSUED BY THE CORPORATE OFFICE APPROXIMATELY SEVEN (7) DAYS FROM THE DATE OF VEHICLE RETURN.

I have read and agree to be bound by the terms and conditions contained on BOTH SIDES of this Agreement. Violation of any term of this Agreement shall void all road hazard protection, liability and property damage protection provided by this Agreement, if any.

I hereby authorize the Company to extend the term of this Agreement beyond the due back date listed above unless notified in writing by me.

All charges incurred under the terms of this Agreement, including charges for all calendar days beyond due back date, are the SOLE RESPONSIBILITY OF THE RENTER and must be paid upon receipt of the company's invoice.

I further warrant that I have a driver's license that is currently valid and has not been suspended, revoked or otherwise voided by any authority. Company may verify this information.

The Renter and the Company hereby specifically reject any optional protection(s).

(See paragraph 5 on reverse side.)

SIGNATURE ACKNOWLEDGES AUTHORIZATION TO PROCESS CREDIT CARD.

CREDIT CARD NUMBER _____ EXPIRATION DATE _____

Renter _____ X Company's Authorized Rep. _____

Customer Copy

PAID IN FULL

Talk to a Lawyer 1-866-981-4800

GIRARD GIBBS
LLP[ABOUT US](#)[ATTORNEYS](#)[INSTITUTIONAL INVESTORS](#)[CASES](#)[BLOG](#)[CONTACT](#)[GIBBS LAW GROUP](#)[Securities Fraud](#)[Antitrust](#)[Employment Lawyers](#)[Consumer Protection](#)[Whistleblower Attorneys](#)[Personal Injury](#)[Arbitration](#)[Cases & Results](#) > Nissan Altima Rusting Floorboards Lawsuit

Nissan Altima Rusting Floorboards Lawsuit

Attorneys with Gibbs Law Group LLP have filed a class action lawsuit on behalf of Nissan Altima owners whose vehicles contain floorboards that prematurely rust, corrode, and develop holes. The lawsuit alleges that the floorboards corrode and rust completely through when exposed to the elements during normal operations or when water is prevented from properly draining.

The lawsuit is called *Demaria v. Nissan North America Inc., No. 1:15-cv-3321*, and is currently pending in the Northern District of Illinois.

Rust and corrosion in your Nissan floor pans?

Is the floorboard in your Nissan rusting and corroding? Are there holes in your Nissan floorboards? Call toll-free at (800) 254-9493 or fill out the form to the right to get a free consultation with our auto defect lawyers about your potential claims.

Rusted floor pans in Nissans prompt 400 NHTSA complaints



According to CNBC, over 400 complaints have been filed with the National Highway Traffic and Safety Administration (NHTSA) about 2002-2006 model year Nissan vehicles that have rusted from the inside out, causing the floorboards to erode and peel away from the undercarriage of the vehicles. For some

Nissan owners, severe corrosion has left gaping holes as large as 20" right beneath their feet, as reported by Consumerist.

Vehicle design linked to rusty Altima floorboards

According to Consumerist and CNBC, the rusting floorboards may be the result of the flooring pan design in the Altima, which may prevent water from properly draining and cause the floorboards to rust from the inside out. Although many of the consumer complaints filed with the NHTSA are from cold-weather states, consumers from across the country have reported problems, CBS Miami reports.

Consumers have complained about floorboard rust and corrosion as early as 70,000 miles, according to CBS Boston.

Nissan: 'this issue is not considered a safety defect'

KSHB local news in Kansas City has reported that rusted holes can pose a myriad of safety threats, including:

- Pollution of the interior of the vehicle from carbon monoxide and other exhaust fumes;
- Drivers' and passengers' feet getting stuck in the floorboards; and

- A lack of adequate support for car seats during a potential collision.

One injury has already been reported in connection to the Nissan rusting floorboards, according to CNBC.

Despite consumers' safety concerns, neither Nissan nor the NHTSA have initiated a recall of the rusting floorboards or identified the issue as a manufacturing defect or a safety hazard.

CNBC reports that in an official statement about the problem, Nissan maintains "this issue is not considered a safety defect by Nissan or the government agency that administers safety recalls."

According to KSHB Kansas City, the NHTSA wrote in its own statement that "the agency has no basis on which to open an investigation, since the problem can be readily detected through regular maintenance and regular safety inspections."

Repairing rusty and corroded floorboards may cost thousands

In fact, mechanics typically do discover the problem in the course of routine maintenance like oil changes, CBS Boston reports. Drivers are surprised to learn from auto mechanics performing scheduled maintenance and service check-ups that their floorboards need repair or replacement, which can cost several thousand dollars.

Because the affected vehicles are between 10 and 15 years old and therefore out of warranty, the cost to repair or replace floorboards usually falls to consumers. According to CBS Boston and CNBC, repair costs are often greater than the resale value of the vehicles themselves.

Concerned about rust and deterioration in the floorboard of your Nissan?

If you own a 2002-2006 Nissan Altima or Nissan Maxima, contact our auto lawyers for a free consultation about your potential legal claims by calling toll-free (800) 254-9493 or filling out the form.

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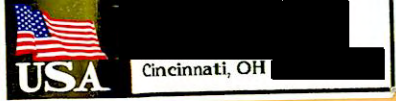
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